

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

STEPHEN KNOWLES, TRUSTEE, BRICKLAYERS OF	)	
INDIANA RETIREMENT PLAN, BRICKLAYERS & TROWEL	)	
TRADES INTERNATIONAL PENSION FUND, BRICKLAYERS)	)	
& ALLIED CRAFTWORKERS INTERNATIONAL HEALTH	)	
FUND, BAC 4 IN/KY APPRENTICESHIP & TRAINING	)	
PROGRAM, INTERNATIONAL UNION OF BRICKLAYERS	)	
AND ALLIED CRAFTWORKERS 4 LOCAL OF INDIANA &	)	
KENTUCKY, and BRICKLAYERS PENSION TRUST FUND	)	
OF LOUISVILLE KENTUCKY,	)	
Plaintiffs,	)	No. 1:25-cv-993
	)	
v.	)	
	)	
SOUTHEASTERN MASONRY, INC., an Indiana domestic	)	
corporation,	)	
	)	
Defendant.	)	

**COMPLAINT**

Plaintiffs, by their attorneys, DONALD D. SCHWARTZ and ARNOLD AND KADJAN, LLP, complain against Defendants, SOUTHEASTERN MASONRY, INC., as follows:

**JURISDICTION AND VENUE**

1. (a) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1132 ("ERISA") and 29 U.S.C. 1145 as amended.
- (b) Venue is founded pursuant to 29 U.S.C. Section 1132(e) (2) in this district, where the Funds as described in Paragraph 2, are administered and 29 U.S.C. Section 185(c).

**PARTIES**

2. (a) The Plaintiffs in this count STEPHEN KNOWLES, TRUSTEE, BRICKLAYERS OF INDIANA RETIREMENT PLAN, BRICKLAYERS & TROWEL TRADES INTERNATIONAL PENSION FUND, BRICKLAYERS & ALLIED CRAFTWORKERS

INTERNATIONAL HEALTH FUND, BAC 4 IN/KY APPRENTICESHIP & TRAINING PROGRAM, INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 4 OF INDIANA & KENTUCKY ("the Funds"), and have standing to sue pursuant to 29 U.S.C. Section 1132(d)(1).

(b) The Funds have been established pursuant to collective bargaining agreements previously entered into between the Bricklayers Union Local 4, IN/KY and its affiliated locals (the "Union") and certain employer associations whose employees are covered by the collective bargaining agreement with the Union.

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Funds.

3. (a) SOUTHEASTERN CONSTRUCTION CO, INC., (hereafter "SOUTHEASTERN"), employs persons performing bargaining unit work in the jurisdiction of Union and is bound to make contributions for hours worked by its bargaining unit employees.

(b) SOUTHEASTERN has its principal place of business in Dillsboro, Indiana.

(c) SOUTHEASTERN is an employer engaged in an industry affecting commerce.

4. Since August 28, 2017, SOUTHEASTERN has entered into a collective bargaining agreement with the Union pursuant to which it is required to pay specified wages and to make periodic contributions to the Funds on behalf of certain of its employees. (Exhibit "A")

5. By virtue of certain provisions contained in the collective bargaining agreements, SOUTHEASTERN is bound by the Trust Agreement establishing the Funds.

6. Under the terms of the collective bargaining agreements and Trust Agreements to which it is bound, SOUTHEASTERN is required to make contributions to the Funds on behalf of their

employees and, when given reasonable notice by Plaintiffs or their representatives, to submit all necessary books and records to Plaintiff's accountant for the purpose of determining whether or not it is in compliance with its obligation to contribute to the Funds.

7. Plaintiffs are advised and believe that from **February 1, 2021 through the present**, SOUTHEASTERN has failed to make some of the contributions from time to time required to be paid by it to the Funds pursuant to the terms of the Trust Agreements by which it is bound, all in violation of its contractual obligations and its obligations under applicable state and federal statutes.

**WHEREFORE**, Plaintiffs pray for relief as follows:

A. SOUTHEASTERN be ordered to submit to an audit for **February 1, 2021 through the present**.

B. Judgment be entered on any amounts found to be due on the audit.

C. Plaintiffs be awarded their costs herein, including reasonable attorneys' fees and costs incurred in the prosecution of this action, together with liquidated damages in the amount of 20%, all as provided in the applicable agreements and ERISA Section 502(g)(2).

D. SOUTHEASTERN be enjoined from violating the terms of the collective bargaining agreements and Trust Agreements by failing to make timely payments to the Funds and be ordered to resume making those payments.

E. This Court grant Plaintiffs such other and further relief as it may deem appropriate under the circumstances.

Respectfully submitted,  
STEPHEN KNOWLES, et. al.

By: /s/ Donald D. Schwartz  
One of their Attorneys

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